

City of Idaho Falls

Idaho Falls Regional Airport

REQUEST FOR PROPOSAL

COMBINED RESTAURANT AND GENERAL RETAIL CONCESSION

DUE BY:

SEPTEMBER 14, 2018

LEGAL NOTICE

Notice is hereby given that Idaho Falls Regional Airport, in Idaho Falls, Idaho is seeking proposals for qualified vendors to develop, manage and operate the restaurant and general retail concessions located within the main terminal building.

Proposals will be received until 2:00 p.m., September 14, 2018, in the City of Idaho Falls City Clerk Office. Actual receipt is required by said time; deposit in the mail is insufficient.

All proposals shall be addressed to the City of Idaho Falls, City Clerk Office, 308 Constitution Way, Idaho Falls, ID 83401, marked in a manner specified in the instructions. Said instructions and specifications are on file and may be obtained at the airport.

Award of the concession to the successful proposer shall be based upon the proposal determined most advantageous to the Airport. Proposals must remain firm once submitted and may not be withdrawn for a period of one-hundred twenty (120) days, subject to provisions for correction of errors in the proposal.

Introduction and Background

Introduction

Idaho Falls Regional Airport, located in Idaho Falls, ID, a non-hub commercial service airport serving approximately 300,000 passengers annually, is seeking proposals from qualified proposers for the development, management, and operation of the combined restaurant and general retail concession located in the terminal building at Idaho Falls Regional Airport (the "Airport"). A premier airport located in Idaho Falls, Idaho Falls Regional Airport (IDA) is a public use airport situated 4 miles from the business district of Idaho Falls. Served by Delta Air Lines, United Airlines and Allegiant Airlines, the airport offers direct services to select hubs in the US and maintains connections around the world. Idaho Falls Regional Airport serves Bonneville County ID and surrounding areas. Bonneville County has enjoyed continued growth in population in the last 10 years. The County currently has a population of 114,595 as of the 2017 Census update. This reflects 9.9% population increase since 2010. The Idaho Falls Metropolitan Statistical Area, which draws from a region larger than the Bonneville County has an estimated population of 149,000. Housing permits and job growth forecasts signal continued growth throughout the region. The airport is expected to show a continued growth in passengers in the next ten years.

The concession program planned for the airport includes two areas. Area 1 is a combined restaurant and retail concession. This concession space is located on the first floor of the terminal in the pre-security area. Area 2 is on the second floor of the terminal, located post security (See table 1). The initial term is for ten (10) years. There shall be the option for one five (5) year extension at the sole discretion of the Airport Director.

Schedule of RFP

The following is the general timeline that the Airport tends to follow in the RFP process. The Airport reserves the right to extend or change any of the dates shown at its sole discretion.

| Task | Prospective Date(s) |
|---|----------------------------|
| RFP issued | August 15, 2018 |
| Deadline for Proposer Questions | August 30, 2018 |
| Answers to Proposer Questions Posted by | September 7, 2018 |
| Proposal Submittal | September 14, 2018 |
| Proposal Review and Evaluation | September 17-21, 2018 |
| Possible Proposer Interviews | Week of October 1-5, 2018 |
| Final Evaluation and Selection | Week of October 8-12, 2018 |

Minimum Qualifications:

Proposer(s) shall have engaged in the restaurant or general retail business at least three (3) years immediately preceding the submission of a proposal, with at least one (1) concession generating annual gross receipts of at least \$150,000 for one of the last three years immediately preceding submission of a proposal. Proposer(s) shall demonstrate financial responsibility and sufficient resources to finance, develop, and operate the restaurant or general retail concessions hereunder proposed. Joint ventures are acceptable when one or more partners meet the minimum qualifications listed above.

Concession Lease Objectives

Proposer(s) shall use their best efforts to propose attractive, customer-oriented operations that will support and advance the role of the Airport in providing a convenient and comfortable arrival to and departure from the Airport. The successful Proposer(s) will be expected to meet or exceed the following goals and objectives throughout the term of the Concession Lease(s) to be awarded:

- Offer a variety of food and beverage service that meets the needs of the Airport customers, providing quality, value for money, and menu choices that vary with changing trends and customer preferences.
- Provide restaurant and store designs that are attractive to the customers and enhance the terminal environment.
- Provide exceptional service to the Airport's customers and employees.
- Provide a broad range of high-quality offerings that cater to the specific needs of the Airport's customers, including a mix of local and national branded products.
- Provide alcoholic beverages by the glass, (will need to obtain the necessary permits)
- Optimize concession revenue to the Airport.
- Maximize use of the terminal space.
- Price food, beverage, and retail products at no more than "street plus 10%" prices for equivalent value (quality and product size) to ensure that the Airport users receive high quality products at fair prices and are not deterred from making purchases at the Airport.
- Ensure that the operating hours are targeted to passenger traffic schedules.

Statistical Information

The Exhibits are furnished for informational purposes only and should not be construed as a guarantee of business to be generated.

- Exhibit A: Total enplanements at the Airport from CY 2010 through CY 2017
- Exhibit B: Forecast enplanements CY 2018 - 2030
- Exhibit C: Gross receipts of existing restaurant and retail concession program from CY 2015 through CY 2018.
- Exhibit D: Arrival and Departure Airline Flight schedule.
- Exhibit E: Terminal Floorplan with Concession Lease Areas
- Exhibit G: Draft Airport Concession Agreement
- Exhibit H: ACDBE Policy Statement

Description of Restaurant and Retail Concession

Facility and Menu Information

The following are the minimum requirements that the Selected Proposer(s) must provide in each unit. The Proposer(s) should consider proposing facility concepts, investment levels and product lines, including local and nationally branded products, which exceed these minimum requirements.

The menu for the restaurant shall include, at a minimum, two selections specifically oriented to and priced for children. Additionally, the Selected Proposer(s) shall be capable of packaging any menu items ordered for carry-out service. Careful consideration should be given to ensuring that a majority of the menu selections can be prepared in a short amount of time to accommodate the traveling passengers.

| Table 1: Restaurant Concession | | |
|---------------------------------------|----------|---|
| Unit | Sq. Ft | Minimum Requirements |
| Restaurant, Retail Pre Security | 1,913 | Menu to include freshly prepared and made-to-order sandwiches, salads, hot entrees, grilled items, snacks, baked goods such as bagels or muffins. Items for Breakfast, Lunch, and Dinner must be available. Menu must include healthy offerings and child friendly items. Retail will include Newspapers, Magazines, books, sundries, health and beauty aids, local souvenirs, gifts, travel and business accessories and single serving packaged snacks and candy. |
| Restaurant, Retail Post Security | 1,258 ** | Menu to include freshly prepared and made-to-order sandwiches, salads, grilled items, snacks, baked goods such as bagels or muffins. Items for Breakfast, Lunch, and Dinner must be available. Menu must include healthy offerings and child friendly items. . Retail will include Newspapers, Magazines, books, sundries, health and beauty aids, local souvenirs, gifts, travel and business accessories and single serving packaged snacks and candy. |

**Approx. 500+- SF of common area with tables and chairs adjacent to the upstairs post security concession area is available for use by the vendor. It will be responsibility of vendor for the cleaning and maintenance of this area, tables and chairs.

Hours of Operation

As the only food and beverage / news and gift concessionaire in the terminal, it is anticipated that the successful Proposer(s) will operate the concession seven (7) days a week which and will open for business at least ninety (90) minutes prior to the first scheduled flight departure each day and close no sooner than thirty (30) minutes before the last scheduled flight departure. This will include holidays; however the schedule may be modified per the flight schedules of the airlines. The minimum hours of operation are to be submitted by the Company. Proposed minimum hours of operation shall be completed on Attachment D, the Minimum Hours Proposal Form. Hours approved by the Airport Director are to be clearly posted by the Company. Hours are to reasonably accommodate airline schedules, airport customers, passengers, employees and other concessionaires and tenants. All locations shall remain open to accommodate flight delays

to serve the Terminal customers. Any change to the Minimum Hours of Operations must be submitted by the Company, and pre-approved in writing by the Airport Director or designee prior to change occurring.

Proposal Submittal

Proposer shall submit six (6) sets including one (1) original unbound and five (5) identical bound copies of the Proposal. Proposer shall also submit one electronic .pdf version on portable media such as a CD or flash drive. The Proposal shall include all of the information required under this RFP and shall be in typeface no smaller than 12 point font.

Also include with the original proposal a bid bond or security check in the amount of \$1,500.00. If you are submitting a security check, it shall be made payable to Idaho Falls Regional Airport. The security may be held by The Idaho Falls Regional Airport no later than 90 days following the proposal due date, after which the security will be returned (without interest) to all Proposer(s) except the successful proposer(s), which will be held until a performance bond is received and an agreement executed.

The successful Proposer(s) shall enter into a Concession Agreement with the airport within sixty (60) days after award of the agreement, or shall forfeit the proposal guarantee as liquidated damages. The Airport Director may grant additional time to execute an agreement if warranted. The agreement will be binding upon execution.

Indemnification, Insurance Requirements and Non-Collusion Form.

See Attachment E for the requirements of the awarded vendor(s).

See Attachment G for the non-collusion affidavit.

Contact Information

All Airport specific requests for further information should be directed as follows:

Rick Cloutier, Airport Director
Idaho Falls Regional Airport
2140 N. Skyline Dr
Idaho Falls, ID 83402
208-612-8221
rcloutier@idahofallsidaho.gov

Clarification and/or Revisions to the Specifications and Requirements

Proposer must examine the RFP documents carefully and before submitting a Proposal may request from the Airport's contact person(s) additional information or clarification by the date specified in the RFP timetable. A Proposer's failure to request additional information or clarification shall preclude the Proposer from subsequently claiming any ambiguity, inconsistency, or error.

The Airport will issue responses to inquiries and any other corrections or amendments it deems necessary in written addendum prior to the Proposal due date. Proposers should rely only on the representations, statements or explanations that are contained in this RFP and the written addendum to this RFP. Where there appears to be a conflict between the RFP and any addendum issued, the last addendum issued will prevail.

It is the Proposer's responsibility to assure receipt of all addenda. All information will be posted online at www.Idahofallsidaho.gov. Select Business tab, then select Services tab, then select bid opportunities.

Airport Concession Disadvantaged Business Enterprise (ACDBE) Eligibility

ACDBE firms are encouraged to submit a Proposal. Firms who propose to participate as an ACDBE must meet the experience and economic guidelines set forth in 49 CFR Part 23 and 26 and should submit their ACDBE Plan and the ACDBE firms that will participate in this concession.

Nondiscrimination – Affirmative Action

Successful Proposer(s) shall be required to comply with the following:

Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Civil Act of 1964, Published in the Federal Register June 18, 1970; and

Title 14, Code of Federal Regulations, Part 152, Subpart E, Section 30, Department of Transportation, Federal Aviation Administration, Airport and Airway Development Act Amendments of 1976; Civil Rights, published in the Federal Register January 13, 1977.

Reservation

The Airport openly solicits the best possible value on all of our "Requests for Proposals". The City of Idaho Falls reserves the right to accept or reject, any or all proposals, in whole or in part, as deemed in the best interest of the Airport.

- a. This proposal request does not commit the City of Idaho Falls to make an award or to pay any costs incurred in the preparation of a proposal in response to this request.
- b. The proposals will become part of the City's files without any obligation on the City's part.
- c. The vendor shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the Airport for any purpose.
- d. The Airport has the sole discretion and reserves the right to cancel this proposal and to reject any and all proposals received prior to award, to waive any or all informalities and or irregularities, or to re-advertise with either an identical or revised specification.
- e. The Airport reserves the right to request clarifications of any proposal.

Closing Date

The Idaho Falls Regional Airport will receive proposals up to 2:00 P.M., local time, September 14, 2017. Time may be determined by the U.S. Official Time Clock from the internet.

If proposal is mailed (Postal Service, UPS or FedEx) send to or hand deliver to –

CITY CLERK OFFICE
CITY OF IDAHO FALLS
308 CONSTITUTION AVE
IDAHO FALLS, ID 83401

Facsimile and Email Proposals

Facsimile and email proposals are not acceptable for this project.

Public Records Access

It is the intention to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Proposal records may not be available for

public inspection prior to the award of the contract.

Any proposals submitted in conjunction with this request will become a public record and consequently, open for complete public inspection. If there are confidential or proprietary sections of proposals which should be exempted from this requirement, Proposer(s) must complete Attachment F. Only items specifically referenced on Attachment F will be considered. Notification of the airport's determination on such requests will be made prior to release of any of the information in the proposal.

Information cannot be kept confidential unless it is a trade secret and is appropriately marked. Trade secret is defined in § 66-152 NCGS. As follows: "Trade secret" means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique or process that:

Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used or owned independently by more than one person, or licensed to other persons. Any claimed "trade secret" must also fall within the exception at Idaho Code Section 74-107(1) in order not to be disclosed. Idaho Public Records Law (Idaho Code Title 74, Chapter 1).

Method of Procurement

The method for this procurement is a competitive proposal. After submission of the written proposal, qualified Proposer(s) may be requested to make an oral presentation to a committee responsible for making final recommendations. The process allows for confidential negotiations and revisions.

Proposal Evaluation

All properly completed proposals will be reviewed by a selection committee. Based upon the committee's review, a short list of qualified firms may be asked to make presentations on the respective concession program. This presentation should include, but not be limited to, management plans, marketing strategy, pricing program, merchandising theme, and ACDBE eligibility.

The following factors shall be considered by the Selection Committee when evaluating the proposals:

- **Revenue to Airport** – annual minimum guarantees and percentage of revenue,

based on projected sales.

- **Experience** – Proposers’ ability to provide a high-quality concession in an airport or similar public facility.
- **Financial Ability** – Proposer must be capable to provide financing to operate and manage a high-quality restaurant and general retail concession.
- **Marketing Strategy** – Demonstrated ability of proposer to market and promote programs to obtain maximum patronage from the traveling public.
- **Innovations and concepts** – Proposers’ ability to design and implement sales displays which make creative use of available space and are aesthetically balanced with the airport décor.
- **Management Plan** – Show ability to effectively provide both local management to oversee operation of the concession on a day-to-day basis, and if applicable, evidence of the working relationship between the local manager and corporate operation.
- **Expected Gross Sales** – Proposers expected cash flow from this operation based on past performance at other airports or similar public facilities given industry standards.
- **ACDBE Participation** – Proposers program for the direct involvement including the percentage of Airport Concession Disadvantaged Business Enterprises (ACDBE) in the activities, management and operation of the concession.
- **Exceptions and Exclusions** – Proposers must list any material exceptions and exclusions related to the proposed agreement at the time of the proposal. These will be evaluated by the committee and factor into the selection.
- **Construction Schedule:** Proposed construction schedule for the initial construction and proposed interim passenger accommodations.

General Terms

Term of Agreement – The Agreement shall be for a period of ten (10) years, commencing on date TBD, and upon expiration of the initial term, may be extended for one five (5) year increment at the sole discretion of the Airport Director.

Exhibit G consists of the draft Lease and Concessions Agreements under which the concession will be operated. This is the only lease agreement that will be used. It is imperative that all Proposer(s) review the Agreement, as it contains the legal terms of the operation and other information necessary to make proposals responsive and viable.

This Agreement will include the requirement to pay the Airport on a monthly basis a concession fee equal to the greater of the proposed Minimum Annual Guarantee payment or a Percentage Fee of Gross Receipts whichever sum is greater.

The selected proposer(s) will be required to pay all public and other utilities (except for water) including, but not limited to, electricity, telephone, and sewer charges including

repair, replacement and installment charges. Utilities shall be prorated based on the fractional portion of the utilities for the Terminal, the numerator shall be the square footage of the leased premises and the denominator shall be the square footage of the terminal.

Pricing Policy

The following "Street Pricing plus Policy" Shall apply to the restaurant and general retail concessions at the Airport:

The Selected Proposer shall sell all food /beverage and retail items for no more that 10% of the average prices charged in comparable restaurants and shops within the Idaho Falls Area for like size and quality products to those sold. All printed material shall be priced as listed on the inside or outside of the cover. For each menu item listed in the Proposal, Proposers shall designate three (3) restaurants in the Idaho Falls Area that sell the item and are comparable in concept, size, and quality to the restaurant concessions proposed for the Airport. The comparable outlets designated by the Selected Proposer must be valid comparable and will be used as the basis for price comparisons during the term of the Concession Lease to determine compliance with the Street Pricing Plus Policy. All restaurants to be used for price comparisons shall receive prior written approval by the Airport. If a proposer has existing similar restaurants in the Idaho Falls Area, at least one such outlet must be designated as a comparable outlet by the Proposer. If the concept is a branded concept with one or more locations in the area, then the price comparison shall be based on the prices charged in that location or the average prices charged among all locations (when there is more than one location).

During the term of the Concession Lease, the Selected Proposer(s) shall at least once a calendar year provide documentation to the Airport, similar in form to the example in Exhibit I, comparing prices it charges at each unit at the Airport with the prices charged by the designated comparable outlets to establish the Selected Proposer(s) compliance with the Street Pricing Plus Policy. The items compared shall be the fifteen (15) menu items having the highest dollar sales volume and another fifteen (15) menu items having the highest number sold.

In the event it is determined by the Airport that the Selected Proposer is not in compliance with the Street Pricing Plus Policy, the Airport shall give the Selected Proposer written notice thereof.

If the Selected Proposer does not make appropriate adjustments to comply with the Street Pricing Plus Policy within three (3) days of such notice of non-compliance, sanctions may be imposed or the Selected Proposer shall be deemed to be in material

breach of the Concession Lease and the Concession Lease shall be subject to termination.

Percentage Rent and Minimum Annual Guarantee

Proposer shall propose Percentage Rents as a percent of gross receipts by location and service category, as necessary. For this opportunity, Proposers should offer a minimum percentage rent no lower than 3% for food service, and 5% for bar and retail. Proposers are encouraged to propose percentage rents that increase with sales volume. Proposers shall be prepared to submit supporting information from an existing facility verifying that the proposed Percentage Rent can be supported while maintaining reasonable profitability and acceptable service and quality levels upon request during the evaluation process. Percentage Rents will not be renegotiated during the initial term of the Concession Lease. The Percentage Rent and the Minimum Annual Guarantee shall be completed on Attachment C.

Security

The Selected Proposer shall comply with all Airport security regulations as prescribed by 49 CFR Part 1542, and agree to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the Airport. The Selected Proposers shall comply with Transportation Security Regulation Part 1542 (Airport Security) and Airport security policies as presently outlined in the Airport Security Plan, as such Plan may be amended from time to time. The Selected Proposers shall pay any forfeitures or fines levied upon it by the Airport, or the Airport through enforcement of Transportation Security Regulation Part 1542, or any other applicable federal, state, or local regulation, due to the acts or omissions of the Selected Proposers, their employees, agents, suppliers, invitees or guests and for any attorney fees or related costs paid by the Airport as a result of any such violation.

The Selected Proposer shall abide by rules and regulations adopted by the Airport in carrying out the Airport's obligations under Transportation Security Regulations and Airport Directives for the proper identification of persons and vehicles entering the airport operations area and other security measures as the Airport deems necessary from time to time. The Selected Proposers shall obtain IDA Identification/access badges for all personnel working in restricted/sterile areas. The cost of badging shall be the responsibility of the applicant. The cost may be amended by the Airport from time to time. Any change in personnel working in restricted/sterile areas shall be reported to Airport Administration. The Selected Proposers shall be responsible for the prompt recovery of Airport Keys and security identification/access badges from all employees who are terminated or at the termination or expiration of the Concession Lease.

All employees assigned by the Selected Proposer shall be physically able to do their assigned work. The Airport shall have complete control over granting, denying, withholding or terminating security clearance for said employees. Clearance is required for all employees working in restricted/sterile areas upon being hired or assigned to the Airport. The Selected Proposer shall not permit any employee to begin work until Airport Administration clears the employee through the mandated 10-year fingerprint based Criminal History background check, as well as, all other background checks, and issues the necessary documents and ID badge in order to enter restricted/sterile areas.

Instructions to Proposers

General Information

Consideration

In order to have a Proposal considered by the Airport, Proposers must provide all of the information required under the terms of this RFP. Proposers should review the following instructions carefully prior to preparing and submitting a Proposal.

Information contained in the RFP documents is for informational purposes only. The Airport does not warrant the accuracy of such information and any use thereof without independent verification is solely at the risk of Proposers.

The Airport reserves the right to postpone the Proposal submittal due date or to withdraw this RFP, or portions of this RFP, at any time.

Execution

Proposals shall be executed in the name of the entity actually proposing to perform under the Concession Lease. The Proposal and Rent Proposal shall bear the signature of an officer authorized to sign for the entity, and the printed or typewritten name of the signing officer and office held. In the event of a partnership or a joint venture Proposal, authorized representatives of each participant must sign the Proposal.

Proposal Format

A proposal submitted in response to this RFP shall consist of the documents and sections set forth below. A set of tabs to identify each part of the Proposal shall be inserted to facilitate quick reference. Each section of the Proposal shall be clearly labeled as set forth below and shall be presented in the following order. Use of Attachment A, Proposal Checklist is encouraged to ensure the Proposer has completed each section of the

proposal.

Tab 1 - Cover Letter and Covenant to Execute Lease

Proposer shall submit a cover letter of no more than two pages stating the following:

- Name in which the Proposer would enter into the Concession Lease
- Proposer's contact person and his or her telephone number facsimile number, and email address
- Statement that the Proposer shall execute a Concession Lease in substantially the same form as that included with the RFP, amended only by exceptions or additions thereto as expressly set forth in this section, with respect to rents, and following section entitled Exception to the Concession Lease, or as hereafter negotiated prior to award of the Concession lease
- Other general information that the Proposer desires to include as an introduction to the Proposal

Tab 2 – Addendum Acknowledgement

Proposer shall include Attachment B and attest that they have reviewed all addendums to the RFP as they are posted on the City of Idaho Falls website.

Tab 3 - Exception and Additions to the Concession Lease

Proposer shall include a list of proposed exceptions and additions to the terms of the draft Concession Lease, if any. Each exception or addition shall be individually set forth with reference to the Concession Lease provision involved, the nature of the exception or addition thereto, and an explanation of the exception or addition, including proposed substitutions in language.

Tab 4 - Proposer's Background, Experience, and Financial Capability

Proposer shall include all of the following in the Proposal in the order in which it is listed.

Organization

Description of proposing organization (i.e., corporation, LLC, partnership, joint venture or sole proprietorship) along with the following information depending on the organization structure:

| |
|--|
| If a corporation, attach the Articles of Incorporation, and list the names, addresses and shares of all persons or entities owning ten percent (10%) or more of the Proposer's voting stock. |
|--|

| |
|---|
| If an LLC, attach the Articles of Organization and list the name and address of each member. |
| If a partnership, attach a copy of the Partnership Agreement, and list the name, address and share of each partner. |
| If joint ventures, list date of organization, attach a copy of the joint venture agreement, indicate if the joint venture has done business in Idaho and where, and list the name, address, and share of each joint venture. |
| If a sole proprietorship, list all business names under which such proprietor has done business during the last five (5) years, address(es), how long in business, social security number, and state whether registered or authorized to do business in ID. |

Organization Background and Experience

Include a brief history of the company (ies). Note any changes in company name(s) and ownership structure(s) and any other names under which the company (ies) has been doing business. Describe current operations as they exist today.

Provide descriptions of the organization's operations most relevant to those being proposed. For these relevant operations, list the square footage occupied, gross sales for the last three years, enplanements for those years (if an airport property), average sales per transaction, minimum annual guarantee obligations, percentage rent obligations, actual rent paid, term of lease (including commencement and expiration dates), capital investment (broken down into initial build-out and refurbishments, if applicable) and photographs (if available). Also provide the names, addresses and telephone numbers of the landlords or property managers for each of these operations.

Provide the name, location and date of any of the Proposer's leases that have been terminated either voluntarily or involuntarily, within the past five (5) years. Provide an explanation of the reason(s) for termination and a contact name and telephone number of the landlord.

List any judgments or lawsuits currently pending against the Proposer or any lawsuit filed against or judgment offered against Proposer in the last ten (10) years.

List any affiliate of Proposer engaged in similar business activities and any corporation with a direct or controlling interest in the Proposer, and any subsidiary corporation in which the Proposer has a controlling interest and any affiliates thereof.

Financial Background

Proposers shall submit the following historical financial information for the proposing

entity and any joint venture or affiliate entities:

Partnerships/Individuals:

Balance sheet and income statements for the last two (2) fiscal years prepared in accordance with generally accepted accounting principles (GAAP), reflecting the current financial condition of the partners or individuals submitting the Proposal. Copies of the two (2) most recently completed IRS tax returns.

Public Corporations:

Provide copies of the previous two year's annual report for the proposing entity.

Private Corporations:

Provide previous two year's CPA prepared and certified financial statements.

In addition, Proposers shall provide the following information:

A statement declaring whether Proposer has ever declared bankruptcy, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court and the status of each occurrence.

Names, addresses, and telephone numbers of at least (3) credit references, including at least one (1) bank reference.

The Airport reserves the right to request additional financial information from any Proposer. If a Proposer submits financial statements for a parent company and is thereafter awarded the Concession Lease, the parent company shall be required to also execute the Concession Lease such that it is bound jointly with the Proposer/subsidiary to the obligations of the Concession Lease. A parent company shall submit an acknowledgement of this obligation in the Proposal in the form of a resolution of the governing body of the parent company authorizing the obligations of the Concessions Lease to be awarded. **NOTE**; only one set of financial information is required, include that with the original proposal.

Tab 5 - Rent Proposal

Proposer shall submit the appropriate Rent Proposal using the Rent Proposal Form

included in Attachment C.

Tab 6 - Hours Proposal

Proposer shall submit the minimum hours of operations using the Minimum Hours Proposal Form included in Attachment D.

Tab 7 - Concept Development

Proposer shall submit the following information in sufficient detail to clearly define the proposed concepts and to allow them to be distinguished from those of other proposers.

All shall submit the following:

- Proposed food service concepts and menus shall meet the minimum requirements described in the Overview.
- Specific concept descriptions and how they would be incorporated into the Airport program.
- Proposed restaurant /store names
- A menu, including a proposed menu for each concept and the price ranges for each menu item. Include children's menu items, as required. Specifically indicate which menu items will be pre-packaged for grab and go service and how those items will be packaged for the customers.
- A description of any unique attributes of the proposed concepts
- List of any logoed or branded merchandise that will be sold from any of the food service units and the prices for those items.
- Proposed concepts and product lines shall meet the minimum requirements described in the Overview.
- Specific concept descriptions and how they would be incorporated into the Airport program.
- Merchandise mix, including a list of proposed merchandise for each concept (including the number of newspaper and periodical titles to be carried in each facility) and the price ranges for each type of merchandise item.
- A description of any unique attributes of the proposed concepts.
- The percentage of store selling area that would be allocated to each product category.

Tab 8 - Designs, Materials, and Capital Investment

Proposers shall submit in this section the following preliminary plans for each permanent

concession location made available under the Concession Lease, providing enough detail so that the evaluation committee can properly evaluate the design and quality of the materials proposed:

- Preliminary renderings of the proposed concepts that are a representative illustration of the designs and sufficient to show the exterior and interior concepts, proposed color schemes, and graphics. In the case where a proposer intends to virtually duplicate an existing concept that the Proposer has developed elsewhere, the Proposer may substitute pictures or photographs of an existing facility for the renderings.
- A list of all equipment, furniture, furnishings and fixtures proposers intend to provide and install in the leased contract areas. The list of equipment may be generic, but should include information such as if the equipment is new or used and the number, type, and size of each piece of equipment. All such equipment, furniture, furnishings and fixtures shall be of first-class materials and construction, and of sufficient size, number and quality to satisfy reasonable anticipated public demand.
- For the both **Areas** of the **Proposal**, a conceptual floor plan of the unit(s) should be provided, indicating locations for counters, queuing, seating, and any back of house area, as appropriate.
- The Airport is committed to improving the health of its citizens, increasing the production and the use of renewable and non-polluting energy sources, reducing the volume of waste, increasing the use of recycled materials, conserving water, reducing CO2 emissions and encouraging the construction of facilities that follow leadership in energy and environmental design (LEED) principals and utilize the most recent green building technologies and materials, wherever practicable.

Proposer's Renderings (or Photographs) and conceptual floor plans may not exceed 11" by 17".

Should the proposer require assistance as indicated in their response, the Airport is prepared to make an investment up to \$25,000 towards permanent improvements to the concession space; such as a vent hood, pass through window, and MEP improvements (contingent upon city council approval).

Proposers shall submit a financial plan and indicate the sources of funding to be used for tenant improvements and working capital, including the following:

- Estimated costs for the initial improvement delineating expenses for Leasehold Improvements, furniture, fixtures, equipment, and design, engineering, and construction management costs. Do not include the cost of inventory, start-up

costs, uniforms, or other costs that are not directly related to the build-out of Leasehold Improvements in this cost estimate.

- Estimated working capital support.
- Sources of funding.

It is anticipated that the build out will be completed within 180 days from execution of concession agreement. Proposers shall submit a plan to provide basic services to passengers while construction is underway. This may involve a cart, kiosk or something similar.

Tab 9 - Financial Projections

Under this tab, Proposer shall submit a financial pro forma indicating the following for each year of the Lease Term:

- Anticipated gross sales by concession location, food and non-alcoholic beverages versus alcoholic beverages (if applicable), merchandise (if applicable), advertising and promotions (if applicable), and vending (if applicable).
- Expenses by line item
- General and administrative costs
- Rent to the Airport by concession location and menu category (food and non-alcohol versus alcohol) or product category (news, health and beauty aids, souvenirs, etc.), as applicable
- Debt service

Proposers shall include in this section data and information indicating the expected rent to be paid to the Airport for each Lease year and demonstrating that the Percentage Rent, as proposed, can be supported by the projected revenue stream without sacrificing the quality or service of the operations. Pro Forma's shall be evaluated by the Airport for reasonableness, demonstrated understanding of the proposed Concession Lease, viability of the proposed operations and financial offer, and ability to fund the operation.

Tab 10 - Operations and Maintenance Plan

In this tabbed section, Proposer shall submit an operation and maintenance plan containing sufficient information to allow the Airport to evaluate the plan for daily and ongoing operations, including but not limited to maintenance, deliveries and trash removal, inventory stocking and storage, pest control, janitorial services, grease trap cleaning and grease waste containment systems (as appropriate), hood and ventilation system cleaning (as appropriate), and cash control system, including the make, model, and capabilities of cash registers and point of sale equipment. For deliveries and trash

removal, indicate the times of day such tasks are designated to occur, the staffing levels at those times to ensure continued operations in the concession location (if occurring during operating hours). For ongoing maintenance and cleaning, include information as to whether the maintenance and cleaning will be performed by in-house personnel or an outside contractor, and proposed response times for maintenance issues. Also include a proposed plan to monitor the facilities for cleanliness and maintenance, including any checklist to be developed and an explanation of the manner in which the list would be addressed in practice. Include a proposed plan to comply with state and local regulations on grease containment.

Tab 11 - Proposed Management, Staffing, and Training

Under this tab, proposers shall submit the following information regarding the proposed management and organizational structure, staffing plan, and management and staff training and incentive programs.

- Organizational chart illustrating the reporting relationships between corporate and on-site management and between all on-site staff
- Staffing and management schedule for each unit to cover the estimated hours of operation, including the number of employees by staff level. Indicate whether the operating hours exceed or match the minimum hours of operations stated in this RFP.
- Resumes for the proposed on-site General Manager, regional manager, and any other key management or culinary staff (as appropriate).
- Labor and training practices, including a brief description of customer service training program or any other training program unique to the concept that will be used by Proposers for the Airport facility.
- Brief descriptions of any employee incentive programs that will be initiated at the Airport facilities to monitor, measure, promote, and reward sales and customer service.
- Description of the management and staffing responsibilities of the proposed ACDBE participant, including resumes for management personnel.
- Description of the proposed employee dress code or uniform by location.

Tab 12 - Marketing and Promotions Plan

Proposer shall submit sufficient information to allow the Airport to evaluate the marketing and promotions plan for its proposed Airport Restaurant and General Retail Concessions.

- Describe the analysis conducted to determine the concepts, brands, menus, and product lines incorporated in this Proposal.
- Describe the research to be used to monitor customer satisfaction with the concepts, menus, and product lines selected for the program.

- Describe your corporate customer service philosophy. Identify how that philosophy will be applied in the Airport program. There is no need to repeat any employee incentives programs described in the Proposed Management, Staffing, and Training Plan in this section.
- Describe typical on-airport promotions likely to be employed at the Airport if awarded the Concession Lease.
- Describe typical off-airport promotions likely to be employed at the Airport if awarded the Concession Lease.

Tab 13 - ACDBE Participation

The City of Idaho Falls (Idaho Falls Regional Airport), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The concession is subject to the requirement of 49 CFR 23 and can be found on the Department of Transportation website at:

<https://www.transportation.gov/osdbu/disadvantaged-business-enterprise/official-faqs-dbe-program-49-cfr-23>.

No person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of this concession on the basis of race, color, national origin or sex. (Note: The inability to qualify as, or purchase supplies from a Disadvantaged Business Enterprise, as stated in below, does not prohibit submittal of proposal).

Proposers wishing to receive consideration for ACDBE participation shall include in this section of the Proposal the name and address of each ACDBE participant, the participant's proposed level and method of participation in performance of the Concession Lease, and the dollar amount of estimated sales for each ACDBE participant. If this information is not included in the Proposal, the Airport will assume that the Proposer obtained no ACDBE participation.

Exhibit A

Total enplanement at IDA from CY 2010 through CY 2017

| CY | Enplanements |
|------|--------------|
| 2010 | 144,365 |
| 2011 | 149,995 |
| 2012 | 160,456 |
| 2013 | 147,073 |
| 2014 | 166,864 |
| 2015 | 146,923 |
| 2016 | 147,213 |
| 2017 | 147,721 |

Exhibit B

Forecast IDA enplanements for 2018-2030

| CY | Enplanements |
|------|--------------|
| 2018 | 149,936 |
| 2019 | 152,185 |
| 2020 | 154,467 |
| 2021 | 156,785 |
| 2022 | 159,137 |
| 2023 | 161,524 |
| 2024 | 163,947 |
| 2025 | 166,406 |
| 2026 | 168,902 |
| 2027 | 171,435 |
| 2028 | 174,007 |
| 2029 | 176,617 |
| 2030 | 179,267 |

Exhibit C

Gross receipts of existing restaurant and retail concession program from CY 2015 through CY 2018

| Gross Receipts | | | |
|----------------|-------------------|----------|-------------------------------|
| CY | Food and Beverage | Retail | Average Sales per Enplanement |
| 2015 | \$266,358 | \$78,403 | \$2.35 |
| 2016 | \$319,289 | \$70,309 | \$2.65 |
| 2017 | \$349,267 | \$67,491 | \$2.82 |
| 2018** | \$170,093 | \$33,894 | |

**YTD thru July 2018

Exhibit D Sample Airline Schedule

Departures

| Airline | Flight # | Time | Destination | Frequency |
|-----------|----------|-------|----------------|-----------|
| United | 4662 | 7:25 | Denver | 1-7 |
| Delta | 4312 | 7:55 | Salt Lake City | 1-7 |
| United | 4663 | 10:11 | Denver | 1-7 |
| Allegiant | 317 | 10:58 | Los Angeles | 4 & 7 |
| Allegiant | 519 | 11:33 | Las Vegas | 1 & 5 |
| Delta | 5799 | 12:34 | Salt Lake City | 1, 4, & 5 |
| United | 5184 | 13:30 | Denver | 1-7 |
| Delta | 3552 | 13:34 | Minneapolis | 6 |
| Allegiant | 191 | 14:40 | Arizona | 2, 4, & 7 |
| Delta | 4619 | 15:19 | Salt Lake City | 1-7 |
| Delta | 4456 | 17:00 | Salt Lake City | 1-7 |
| United | 4672 | 17:35 | Denver | 1-7 |
| Delta | 4750 | 18:30 | Salt Lake City | 1-7 |
| Allegiant | 1019 | 21:28 | Oakland | 1 & 5 |

Arrivals

| Airline | Flight # | Time | Destination | Frequency |
|-----------|----------|-------|----------------|-----------|
| United | 4637 | 9:39 | Denver | 1-7 |
| Allegiant | 316 | 10:21 | Los Angeles | 4 & 7 |
| Allegiant | 518 | 10:48 | Las Vegas | 1 & 5 |
| Delta | 5799 | 12:04 | Salt Lake City | 1, 4, & 5 |
| United | 5323 | 13:00 | Denver | 2 & 3 |
| Delta | 3552 | 13:58 | Minneapolis | 6 |
| Delta | 4619 | 14:54 | Salt Lake City | 1-7 |
| Allegiant | 190 | 15:27 | Arizona | 2, 4, & 7 |
| Delta | 4456 | 16:17 | Salt Lake City | 1-7 |
| United | 4640 | 16:59 | Denver | 1-7 |
| Delta | 4750 | 18:04 | Salt Lake City | 1-7 |
| Allegiant | 1018 | 20:48 | Oakland | 1 & 5 |
| United | 4644 | 20:54 | Denver | 1-7 |
| Delta | 4306 | 21:26 | Salt Lake City | 1-7 |

1 - MON 2 - TUES 3 - WED 4 - THURS 5 - FRI 6 - SAT 7 - SUN X – EXCLUDES

Flight schedules vary seasonally

Exhibit E
Terminal Floorplan with Concession Lease Areas
(For Illustration only, not for design)



Exhibit G
Draft Airport Concession Agreement

Attachment A

Proposal Checklist

All items are to be in the following order and tabbed as instructed starting on page 14 of the RFP.

- ☐ Cover letter and covenant to Execute Lease
- ☐ Addendum Acknowledgement
- ☐ Exceptions and Additions to the Concession Lease
- ☐ Proposer's Background, Experience, and Financial Capability
- ☐ Rent Proposal
- ☐ Hours Proposal
- ☐ Concept Development and Menus
- ☐ Designs, Materials and Capital Investment
- ☐ Financial Projections
- ☐ Operations and Maintenance Plan
- ☐ Proposed management, Staffing and Training
- ☐ Marketing and Promotions Plan
- ☐ ACDBE Participation
- ☐ Non-Collusion Affidavit

Attachment B
Addendum Acknowledgement

_____ (name of proposer) acknowledge

Addendum No. _____ through Addendum No. _____.

If none, then state none.

Attachment C Concession Rent Proposal

During the term of the Concession Lease, for the right and privilege of operating and managing certain concessions as listed below at Idaho Falls Regional Airport (IDA), the undersigned Company hereby proposes to pay monthly to the Airport the greater of items 1 or 2 below:

1) One-twelfth (1/12) of the Minimum Annual Guarantee (MAG) as follows:

| | |
|-------------------------|----|
| Restaurant | |
| Proposed MAG in Words | |
| Proposed MAG in Dollars | \$ |

| | |
|-------------------------|----|
| Retail | |
| Proposed MAG in Words | |
| Proposed MAG in Dollars | \$ |

2)The below stated percentages of gross receipts for the location and categories shown.

| Category | Proposed percentage rent in number format | Proposed Percentage rent in words |
|---------------------|--|--|
| Food | % | |
| Alcoholic Beverages | % | |
| Retail | % | |

The Airport will also consider any step percentage amounts of gross receipts.

| Category | Step 1 | | Step 2 | | Step 3 | |
|---------------------|----------------|---------|----------------|---------|----------------|---------|
| | Gross receipts | Percent | Gross receipts | Percent | Gross receipts | Percent |
| Food | \$ | % | \$ | % | \$ | % |
| Alcoholic Beverages | \$ | % | \$ | % | \$ | % |
| Retail | \$ | % | \$ | % | \$ | % |

The signature of the Chief Financial Officer below certifies that the above percentage rent proposal is supportable throughout the Term of the Concession to be awarded.

Company Name and Signature of Chief Financial Officer

Attachment D
Minimum Hours Proposal

| Concession Minimum Hours of Operation | | |
|---------------------------------------|------|-------|
| | OPEN | CLOSE |
| Monday | | |
| Tuesday | | |
| Wednesday | | |
| Thursday | | |
| Friday | | |
| Saturday | | |
| Sunday | | |

Signature of the Chief Financial Officer below certifies that the Company shall conduct its business during the noted hours, 7 days per week and to accommodate for departure delays.

Company Name and Signature of Chief Financial Officer

Attachment E

Indemnification and Insurance Requirements

Section 1 - Indemnification and Hold Harmless Clause:

_____ (Contractor / Vendor Name) agrees at all times during the term of the agreement to indemnify, hold harmless and defend the Airport, City of Idaho Falls, its Boards, Committees, Officers, Employees, Authorized Representatives and Volunteers against any and all liabilities, losses, damages costs or expenses (including, without limitation, actual attorney's and consultant's fees) which the Airport, City of Idaho Falls, its Boards, Committees, Officers, Employees and Representatives may sustain, incur or be required to pay by reason of or in any way related to bodily injury, personal injury or property damage of whatsoever nature or in connection with or in any way related to the performance of the work by

_____ (Contractor/Vendor Name), its employees, agents and anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused solely by or resulting from the gross negligent acts or omissions of the Airport, City of Idaho Falls, its Agencies, Boards, Committees, Officers, Employees, Authorized Representatives or Volunteers. It is agreed that Contractor/Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor's/Vendor's indemnity obligations shall not be limited by any worker's compensation statute, disability benefit or other employee benefit or similar law or by any other insurance maintained by or required of Contractor/Vendor.

Section 2 - Compliance with Laws, Regulations, Permits, Etc. Clause:

The _____ (Contractor/Vendor Name) shall comply with all Federal, State and local codes, laws, regulations, standards, and ordinances, including, without limitation, those of the Occupational Safety and Health Administration (OSHA), the Idaho Department of Safety and Professional Services and all County rules and orders governing the performance of the work performed by the Contractor/Vendor, its employees, agents and subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. In addition, any material, equipment or supplies provided to the Airport must comply with all safety requirements as set forth by the Idaho Administrative Code, Rules of the Industrial Commission on Safety and all applicable OSHA Standards.

Section 3 - Subcontractors Clause:

The _____ (Contractor/Vendor Name) shall require each of their Subcontractors to take out and maintain, during the life of their subcontract the same insurance coverage as required under section 6, below, including without limitation naming the Airport, as additional insured with respect to all commercial general liability insurance policies. Each Subcontractor shall furnish to the _____ (Contractor/Vendor Name) two (2) copies of all certificates of insurance in a form acceptable to the Airport.

The _____ (Contractor/Vendor Name) shall furnish one copy of each of the certificates of insurance, and any other evidence of insurance requested by the Airport and submit to the Airport prior to the commencement of any work to be performed by Contractor/Vendor or its Subcontractors. The Airport reserves the right to immediately terminate the contract with no liability or obligation to Contractor/Vendor or its Subcontractors, if the Subcontractor is not in compliance with these insurance requirements.

Section 4 - Proof of Insurance:

Policies shall be issued by a company or companies authorized to do business in the State of Idaho and licensed by the Idaho Insurance Department and having an "AM Best" rating of A- or better. Acceptance of Contractor's insurance by Airport shall not relieve or decrease the liability of the

Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Coverage afforded shall apply as primary and non-contributory, with the Airport, City of Idaho Falls, its Boards, Committees, Officers, Employees, and Authorized Representatives and Volunteers named as **additionally insureds (with respects to any and all insurance policies identified in Section 6, as allowed by law)**. All liability insurance policies (except professional liability policies) to be maintained hereunder by Contractor/Vendor shall be occurrence based and not claims made policies. The Airport shall be given thirty (30) days advance notice of cancellation or nonrenewal of any and all required insurance coverages during the term of this agreement. Prior to the execution of this agreement, the _____ (Contractor/Vendor name) shall furnish the Airport with certificates of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative and, upon request, certified copies of the required insurance policies and any other insurance related information, evidencing the insurance coverage requirements referenced below. **Certificates of insurance shall be sent to the following address: Idaho Falls Regional Airport, 2140 N. Skyline Dr, Idaho Falls Idaho 83402.** The City of Idaho Falls reserves the right to immediately terminate the contract with no liability or obligation to Contractor/Vendor or any of its Subcontractors, if the _____ (Contractor/Vendor Name) is not in compliance with these insurance requirements.

Section 5 – Applicable Law:

Any lawsuits related to or arising out of disputes under this agreement shall be commenced and tried in the Bonneville County Seventh Judicial District, Idaho and _____ (Contractor/Vendor Name) shall submit exclusively and specifically to the jurisdiction of the Bonneville County Seventh Judicial District Court for such lawsuits. This agreement will be governed and construed according to the laws of the State of Idaho.

Section 6 – Insurance Coverage Requirements:

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. **The Airport in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor/Vendor from liabilities that might arise out of the performance of work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.** _____ (Contractor/Vendor Name) agrees that in order to protect itself and the Airport, City, its Boards, Committees, Employees, Authorized Representatives and Volunteers under the indemnity provisions of Section 1, it will at all times during the term of the agreement provide and maintain at its own expense, the following minimum limits of insurance covering its operations:

Minimum Insurance Coverages and Limits

1) Worker's Compensation & Employer's Liability

- a) Applicable State – Statutory Limits as Required by the State of Idaho
- b) Applicable Federal (e.g. U.S. Longshoremen's and Harbor Worker's Act, Admiralty (Jones) Act, and Federal Employer's Liability Act) – Statutory Limit
- c) Employer's Liability - \$100,000 each occurrence / \$100,000 each person (disease) / \$500,000 total limit (disease) Except as may be otherwise set forth herein, the Airport shall not be liable to _____ (Contractor/Vendor Name), its employees, or subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, for any injuries to any of them arising out of or in any way related to the performance of the work under this agreement. _____ (Contractor/Vendor Name) agrees that the indemnification and hold harmless provisions within this agreement extend to any claims brought by or on behalf of any such employees, subcontractors or anyone

employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

2) Automobile Liability – Owned, Non-Owned, Hired

a) Bodily Injury and Property Damage Combined - \$1,000,000 for bodily injury and property damage per occurrence limit covering all vehicles to be used in connection with the performance of Contractor's/Vendor's obligations under this Agreement.

b) Coverage for commercial automobile liability insurance shall be at least as broad as Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

If Contractor/Vendor/Subcontractor or Contractor's/ Vendor's/Subcontractor's employees use personal vehicles to perform any services or work to be performed by Contractor/Vendor or Subcontractor under this Agreement, the Contractor/Vendor/Subcontractor must provide, to the Airport, a copy of the Certificate of Insurance (and any other documentation requested by the County) for Personal Automobile Liability coverage for each employee of Contractor/Vendor/Subcontractor who will be using their personal vehicle to perform such services or work as evidence of satisfactory compliance.

3) Comprehensive General Liability (Including Broad Liability Endorsement)

a) Bodily Injury and Property Damage Combined - \$1,000,000, Each Occurrence

b) Personal Injury - \$1,000,000

c) Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

4) Umbrella or Excess Liability

a) \$1,000,000 following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverage.

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Attachment F
Exceptions or Exclusions to Proposal or Draft Agreement Form

If the proposer has an exception to any item listed in this proposal, please list here. If there are none then state none.

Attachment G
Non Collusion Affidavit

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on a count of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this _____ day of _____, _____

(Name of organization)

(Title of person signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

Before me, Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____

Notary public signature

My Commission expires _____

Exhibit H
ACDBE Policy Statement

Idaho Falls Regional Airport
Idaho Falls, Idaho
ACDBE PROGRAM

POLICY STATEMENT

Section 23.1, 23.23 Objectives / Policy Statement

The Idaho Falls Regional Airport has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. The Idaho Falls Regional Airport is a primary airport and has received federal funds authorized for airport development after January 1988 (authorized under Title 49 of the United States Code). The Idaho Falls Regional Airport/City of Idaho Falls Sponsors have signed airport grant assurances that it will comply with 49 CFR Part 23.

It is the policy of the Idaho Falls Regional Airport to ensure that ACDBEs as defined in Part 23, have an equal opportunity to receive and participate in concession opportunities. It is also our policy:

1. To ensure nondiscrimination in the award and administration of opportunities for concessions by airports receiving DOT financial assistance;
2. To create a level playing field on which ACDBEs can compete fairly for opportunities for concessions;
3. To ensure that our ACDBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as ACDBEs at our airport(s);
5. To help remove barriers to the participation of ACDBEs in opportunities for concessions at our airport(s); and
6. To provide appropriate flexibility to our airport in establishing and providing opportunities for ACDBEs.

Elizabeth Knowles has been designated as the ACDBE Liaison Officer (ACDBELO). In that capacity, the DBELO is responsible for implementing all aspects of the ACDBE program. Implementation of the ACDBE program is accorded the same priority as compliance with all other legal obligations incurred by the Idaho Falls Regional Airport/City of Idaho Falls in its financial assistance agreements with the Department of Transportation.

The Idaho Falls Regional Airport has disseminated this policy statement to the Idaho Falls Regional Airport/City of Idaho Falls and all of the components of our organization. We have distributed this statement to ACDBE and non-ACDBE concessionaire communities in our area by inclusion in solicitations or requests for qualifications.

Rick Cloutier

Rick Cloutier
Airport Director, Idaho Falls Regional Airport

Date